

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

5/31/11

LEASE NO.

GS-04B-61851

THIS LEASE, made and entered into this date by and between G&I V Research Commons, LLC

220 East 42<sup>nd</sup> Street, 27<sup>th</sup> Floor  
whose address is New York, NY, 10017-9104

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

65,044 Rentable Square Feet yielding approximately 57,269 ANSI/BOMA Office Area square feet and related space located on the 3<sup>rd</sup> and 4<sup>th</sup> Floor, at the Research Commons, 12249 Science Drive, Orlando FL 32826-2906, together with 287 Surface parking spaces

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 1, 2011 through May 31, 2021, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ See Lease Rider Paragraph at the rate of See Lease Rider Paragraph per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

G&I V Research Commons, LLC  
220 East 42<sup>nd</sup> Street, 27<sup>th</sup> Floor  
New York, NY, 10017-9104

~~4. The Government may terminate this lease in whole or in part effective at any time after the {Firm Term} full year of occupancy by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: {Number of Options} {Option Term} year period(s) at the annual rental of \$ \_\_\_\_\_ (\$ \_\_\_\_\_ per ABOA square foot), plus accrued operating cost escalations~~

~~provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

INITIALS:

LESSOR

GOV'T

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
- B. The Government shall pay for its own electric usage

7. The following are attached and made a part hereof:

- A. Solicitation for Offers # 0FL2178,
- B. GSA Form 3517, "General Clauses" version dated 11/05
- C. GSA Form 3518, "Representations and Certifications" version dated 1/07

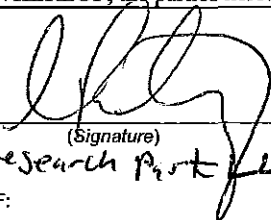
8. The following changes were made in this lease prior to its execution:

NONE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

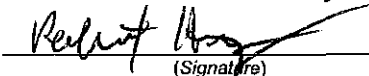
LESSOR

BY

  
(Signature)  
V. Pres.

270 East 42<sup>nd</sup> St New York, NY 10017  
(Address)

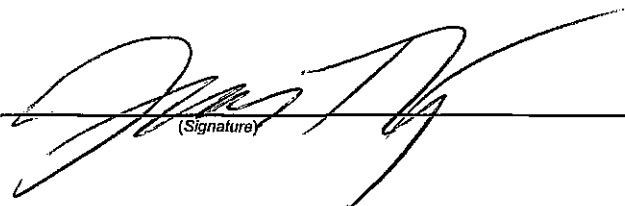
IN PRESENCE OF:

  
(Signature)

270 East 42<sup>nd</sup> St New York, NY 10017  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY

  
(Signature)

Contracting Officer  
(Official title)

9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 50.04% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage is calculated by dividing the total rentable square footage 65,044 by the total building rentable square footage of 129,982.

11. Common Area Factor

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA) to determine the rentable square feet is 1.135763 (65,044 RSF/57,269 ABOA SF).

12. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$6.75 per Rentable square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

13. This lease supersedes GS-04B-35622, and GS-04B-35622 shall terminate on May 31, 2011 as the new lease, GS-04B-61851 shall commence June 1, 2011.

~~14. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within \_\_\_\_\_ calendar / working days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected. Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for \_\_\_\_\_ consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.~~

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

**Years 1 through 5:**

**Shell Rent:** \$1,170,792 per year or \$18.00 per Rentable Square Foot,

**Amortized annual cost for Tenant Improvement Allowance\*:** \$0 per year

The lessor has agreed to provided \$500,838.80 for tenant improvements at no cost to the Government. The lessor has also agreed to complete all IRIS Fire and Life Safety repairs and upgrades at no cost to the Government.

**Annual Cost of Services:** \$439,047 per year or \$6.75 per Rentable Square Foot, plus accrued escalations per Paragraph 4.2 "Operating Costs"

## Years 6 through 10:

**Shell Rent:** \$1,365,924 per year or \$21.00 per Rentable Square Foot,

**Annual Cost of Services:** \$439,047 per year or \$6.75 per Rentable Square Foot, plus accrued escalations per Paragraph 4.2 "Operating Costs"

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

~~15. In accordance with Paragraph {Paragraph Number}, "GSA Forms and Pricing Information" and Paragraph {Paragraph Number}, "Tenant Improvements Pricing Requirements" of the Lease, the Lessor's Tenant Improvement Fees are established as follows:~~

~~1) General Conditions charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is {General Conditions Percentage} of Total Subcontractors' costs.~~

~~2) General Contractor's fee charged by the Lessor for Tenant Improvements requested by the Government is {General Contractor's fee Percentage} of Total Subcontractors' costs.~~

~~3) Architectural/engineering fees charged by the Lessor for Tenant Improvements are \${A/E Rate} per ABOA.~~

~~3) Architectural/Engineering fees charged by the Lessor for Tenant Improvements requested by the Government is {Architectural/Engineering fee Percentage} of Total Tenant Improvement Construction Costs.~~

~~4) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is {Project Management fee Percentage} of Total Tenant Improvement Construction Costs.~~

~~In accordance with Paragraph {Paragraph Number}, "GSA Forms and Pricing Information" and Paragraph {Paragraph Number}, "Tenant Improvements Pricing Requirements" of the Lease, the overhead and profit charged by the Lessor for Tenant Improvements requested by the Government is {Overhead & Profit Percentage} of Total Construction costs.~~

## ~~16. A. UNIT COSTS FOR ADJUSTMENTS.~~

~~Prices identified below are fully installed and finished. These unit prices may be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.~~

~~1. Cost per linear foot of office subdividing ceiling high partitioning \$\_\_\_\_\_~~

- ~~2. Cost per floor mounted duplex electrical outlet \$\_\_\_\_\_~~
- ~~3. Cost per floor mounted fourplex (double duplex) electrical outlet \$\_\_\_\_\_~~
- ~~4. Cost per wall mounted duplex electrical outlet \$\_\_\_\_\_~~
- ~~5. Cost per wall mounted fourplex (double duplex) electrical outlet \$\_\_\_\_\_~~
- ~~6. Cost per dedicated clean electrical computer receptacle \$\_\_\_\_\_~~
- ~~7. Cost per floor mounted telephone outlet \$\_\_\_\_\_~~
- ~~8. Cost per wall mounted telephone outlet \$\_\_\_\_\_~~
- ~~9. Cost per interior door \$\_\_\_\_\_~~

~~17. In accordance with Paragraph (Paragraph Number), "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$\_\_\_\_\_ per hour.~~

18. In accordance with Paragraph 4.3, "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$.85 per ANSI/BOMA Office Area square foot.

19. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

20. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

21. Parking : Overflow parking will be provided either on the property premises or adjacent surface parking lot provided to meet force protection requirements.

22. The real estate tax base year shall be established as 2011. This paragraph supersedes paragraph 4.1 B 7 of the SFO.